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3 Pages

Suzanne Henderson



CHESAPEAKE ENERGY CORP. ATTN: RECORDING TEAM P.O. Box 18496 Oklahoma City, OK 73154

Submitter: Chesapeake Operating, Inc.

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

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Ву: _____

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BEGAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

With 640 Acres Pooling Provision

PAID-UP OIL AND GAS LEASE

(No Surface Use)

THIS LEASE AGREEMENT is made this 30-Lay of 2008, by and between Miguel Tierrafria and spouse, Maria Tierrafria , whose address is located at 836 Sunshine Lene , Grapevine, Texas 78051-4141, as Lessor and CHESAPEAKE EXPLORATION, L.L.C., an Oktahoma Ilmited Ilability company. P.O. Box 18496, Oktahoma City, Oktahoma 73154-0496, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described

0.163301 acres, more or less, situated in the E Moore Survey, Abstract Number A-1029, Tarrant County, Texas, and being Lot 144, of Sunshine Harbor Addition, an addition to the City of Grapevine, Tarrant County, Texas, and being further described in that certain Warranty Deed with Vendor's Lien dated August 21, 2002 and recorded in Volume 15954, Page 229, Deed Records, Tarrant County, Texas.

in the county of Tarrant, State of TEXAS, containing 0.163301 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcets of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

- This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.
- gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

 3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be Twenty Five Percent (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field (or if there is no such price then prevailing in the same field (or if there is no such price then prevailing in the same field (or if there is no such price then prevailing in the same field (or if there is no such price then prevailing in the same field (or if there is no such price then prevailing in the same field (or if there is no such price then prevailing the continuing right to purchase such production of similar quality in the same field (or if there is no such price then prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences is purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either production of order substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture simulation, but such well or wells are either shutin or production therefrom is not being sold by Lessee, such well or wells are shut-in or production therefrom is not being sold by Lessee, then the asset shall pay shut-in royalty of one period and thereafter on or before each anniversary
- 5. Except as provided for in Paragraph 3. above, if Les
- to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

 5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the lessed pursuant to the provisions of Paragraph 6 or the action of any governmental suttority, then in the event this lesses is not otherwise obtaining or restoring production on the lessed premises or inands pooled therewith within 50 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lesses is not otherwise being maintained in force before a paged in drilling, revorking or any other operations reasonably calculated to obtain or restore production therefrom, this lesses shall remain in force so long as any one or more of such operations are result in the production of old or gas or other substances covered hereafter, as there is production in paying quantities from the lessed premises or lands pooled therewith. After completion of a well capable of producing in paying quantities from the lessed premises or lands pooled therewith. After completion of a well capable of producing in paying quantities for any other production in paying quantities from the lessed premises or lands pooled therewith. After completion of a well capable of producing in paying quantities for a producing in paying quantities and the producing in paying quantities and the producing in paying quantities and producing in paying quantities for a producing in paying quantities and producing in paying quantities for a producing in paying quantities for a producing producing in paying quantities of the producing in paying quantities for a producing producing the producing in paying quantities for producing in paying quantities for producing the producing in paying quantities (and
- such part of the leased premises.

 8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or entarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duty authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties to the credit of decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers is interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferred to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lesses and the transferee in proportion to the net acreage interest in this lease then held by each.

 9. Lessee may, at any time and f

- It Lessee releases alt or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shul-in royalties shall be proportionately reduced in accordance with the net acreage interest retained herbunder.

 10. In exploring for, developing, producing and maintening oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herowith, in primary and/or entanced recovery, Lessee shall have the right of ingress and genes stong with the right of long to constant or many to be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canels, pipelines, ands, water wells, disposal wells, injection wells, high-left on wells, high-left on wells, high-left on wells, high-left on wells, and the construction and use of roads, canels, pipelines, ands, water and/or ransport production. Lessee may less in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises occurred from Lessor's wells or ponds. In exploring, developing, producing or materialing from the leade premises or adapt production. Lessee shall be produced the sense of the partial termination of this lease; and (by the any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased promises or fands pooled therewith, the anciliarly rights in the vicinity of the leased promises or buildings and other information of this lease or other partial termination of this lease; and (by the any other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casting, from the leased premises of such developments or visible are secured to the leased premises or such other lands, and other substances covered hereby. When requested by Lessor with a reasonable time thereoform, the contraction including restri

- mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shuf-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shuf-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.
- Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other
- 17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

 18. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of two (2) years from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term the same bonus consideration, terms and conditions as granted for this lease.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lessor is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's elics, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE) - TIERLAFER Record & Return to: I Terrafzia. 6. Chesapeake Operating, Inc. P.O. Box 18496 ACKNOWLEDGMENT Oklahoma City, OK 73154 STATE OF TEXAS COUNTY OF TARRANT 20 Of, by Miquel Tierralria, husband of Maria Tierrafria of testing GARY A. JACKSON Notary Public, State of Texas My Commission Expires Gary A. Jackson October 18, 2009 Notáry's commission expires: October 18, 2009 **ACKNOWLEDGMENT** STATE OF TEXAS COUNTY OF TARRANT GARY A. JACKSON Notary Public, State of Texas My Commission Expires Notary Public, State of Texa A. Jackson ry's commission expires: October 18, 2009 October 18, 2009 CORPORATE ACKNOWLEDGMENT STATE OF TEXAS COUNTY OF This instrument was acknowledged be fore me on the day of 20 corporation, on behalf of said corporation. Notary Public, State of Texas Notary's name (printed): Notary's comm RECORDING INFORMATION STATE OF TEXAS County of

records of this office.

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. at

o'clock

M., and duly recorded in

This instrument was filed for record on the

. Page_

___, of the _

Clerk (or Deputy)

Book

By_